

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUD PIE, LLC		05/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4509493	MUD PIE	
Registration Number:	4528387		
Registration Number:	3779824	MUD PIE	
Registration Number:	2277216	MUD PIE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6878.005		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	05/06/2015		

OP \$115.00 4509493

Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2015 (this "Security Agreement"), is made by MUD PIE, LLC, a Delaware limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, LMP MERGER CORPORATION, a Delaware corporation ("Holdco Borrower" and together with the Grantor, the "Borrowers"), JUDD MILLER HOLDING CORPORATION, a Delaware corporation ("HoldCo"), the lenders from time to time parties thereto and the Administrative Agent have entered into a Senior Subordinated Credit Agreement, dated as of May 4, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, HoldCo, the Borrowers, and certain of their Affiliates, have entered into the Senior Subordinated Guaranty and Security Agreement, dated as of May 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


MUD PIE, LLC

By: Maui Miller
Name: _____
Title: _____

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT ADVISORS
LLC**

By: 
Name: Jeffrey Cupples
Title: Director

**Trademarks and Trademark Licenses
Owned Marks**

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Mud Pie	100%	USA	4,509,493
Trade Dress - Dog Treat Package	100%	USA	4,528,387
Mud Pie	100%	USA	3,779,824
Mud Pie	100%	USA	2,277,216
Mud Pie	100%	China	11352771
Mud Pie	100%	China	11352770
Mud Pie	100%	China	11352769
Mud Pie	100%	China	11352767
Mud Pie	100%	China	11352766
Mud Pie	100%	China	11352765
Mud Pie	100%	China	11352763
Mud Pie	100%	Canada	TMA885690
Mud Pie	100%	Japan	5668264
Mud Pie	100%	India	1159654
Mud Pie	100%	Australia	1558240
Mud Pie	100%	Australia	1590145
Mud Pie	100%	Japan	5671749
Mud Pie	100%	Singapore	T1318121F
Mud Pie	100%	Singapore	T1318117H